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FILED  
OCT 22 AM 8:56  
WASHINGTON CO. OHIO

IN THE COURT OF COMMON PLEAS  
WASHINGTON COUNTY, OHIO

Central Mutual Insurance Co.  
P.O. Box 353  
Van Wert, OH 45891-0351

Plaintiff

CASE NO. 1407250

JUDGE:

**LANE**

vs.

Whirlpool Corporation  
211 Hilltop Road, MD 2113  
Saint Joseph, MI 49085

Defendant

COMPLAINT

1. On June 27, 2013, and at all times material herein, Plaintiff insurance company was the insurer, assignee, and subrogee of Jerrold W. Eddy, who was the owner of a Maytag refrigerator as well as property located at 760 Bear Run Road in Reno, Ohio.

2. At all times material herein, Defendant was engaged in the business of designing, manufacturing, maintaining, assembling, testing, inspecting, marketing, labeling, packaging, distributing, supplying and/or selling of refrigerators, including the particular Maytag refrigerator identified above and owned by Plaintiff's insured.

3. The aforementioned refrigerator was designed and manufactured by Defendant Whirlpool Corporation, a manufacturer which places its products in the stream of commerce in the State of Ohio.

4. On or about June 27, 2013 at 760 Bear Run Road in Reno, Ohio the aforementioned refrigerator failed due to a defect in either its design or manufacturing causing fire damage to Plaintiff's insured's property in the amount of \$84,714.21.

5. Plaintiff was required to and did pay to its insured the sum of \$84,714.21, subject to a \$500.00 deductible, and became subrogated to said amount.

6. The aforementioned failure, and resulting fire damage were the direct and proximate result of the above identified refrigerator being defective at the time it left the hands of Defendant Whirlpool Corporation.

7. The Defendant placed the subject refrigerator into the stream of commerce in a defective condition.

8. Plaintiff's insured was one of the ultimate users or consumers of the subject refrigerator.

9. At the time of the failure and fire, the condition of the refrigerator had not been materially altered or changed since it left the hands of the Defendant.

10. The aforementioned failure and fire was the direct and proximate result of the defective condition of the subject refrigerator.

11. Defendant was the "Manufacturer" of the subject refrigerator, as defined in the Ohio Revised Code §2307.71(A)(9) which defines "Manufacturer" as a "person engaged in a business to design, formulate, produce, create, make, construct, assemble or rebuild a product or component of a product."

12. Defendant was the "Supplier" of the subject refrigerator as defined in the Ohio Revised Code §2307.71(A)(15) which defines "Supplier" as a person that, in the course of a business conducted for the purpose, sells, distributes, leases, prepares, blends, packages, labels or otherwise participates in the placing of a product in the stream of commerce.

13. The aforementioned refrigerator was defective in manufacture as defined by R.C. §2307.74, when it left the Defendant's control.

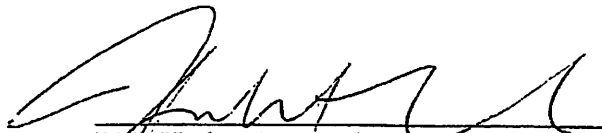
14. The aforementioned refrigerator was defective in design or formulation as described in R.C. §2307.75, in that at the time it left the control of its manufacturer, the foreseeable risks associated with its design or formulation exceeded the benefits associated with that design or formulation of the refrigerator.

15. The aforementioned refrigerator was defective due to inadequate warning or instruction as described in R.C. §2307.76.

16. The aforementioned refrigerator was defective in design, production, or manufacture in that it failed to conform to the representations and/or warranties as described in R.C. §2307.77, that came with, or should have come with, said product, including, but not limited to implied warranties of merchantability and/ or implied warranty of fitness for a particular purpose.

Wherefore, Plaintiff demands judgment against the Defendant in the amount of \$84,714.21, plus statutory interest, plus the costs of this action.

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A handwritten signature in black ink, appearing to read 'Herbert L. Nussle', is written over a horizontal line.

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